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BUITENGEWONE

EXTRAORDINARY

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Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.

GOVERNMENT NOTICE.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 129.] [21 Januarie 1955.
NYWERHEID-VERSOENINGSWET, 1937.

KOMMERSIËLE DISTRIBUSIEBEDRYF, KIMBERLEY.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die bylae hiertoe verskyn en op die Kommersiële Distribusiebedryf, Kimberley, betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousules 3 tot en met 14 en 16 tot en met 17 van genoemde Ooreenkoms vervat, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde bedryf in die munisipale gebied Kimberley; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousules 3 tot en met 11, 13, 14 en 16 tot en met 17 van genoemde Ooreenkoms vervat, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, in die munisipale gebied Kimberley, *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde bedryf wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel een van genoemde Wet, ingesluit is nie.

J. DE KLERK,
Minister van Arbeid.

GOEWERMENTSKENNISGEWING.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 129.] [21 January 1955.
INDUSTRIAL CONCILIATION ACT, 1937.

COMMERCIAL DISTRIBUTIVE TRADE, KIMBERLEY.

I, JOHANNES DE KLERK, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Commercial Distributive Trade, Kimberley, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 14 (inclusive) and 16 to 17 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon the other employers and employees engaged or employed in the said trade, in the municipal area of Kimberley; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the municipal area of Kimberley and from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, the provisions contained in clauses 3 to 11 (inclusive), 13, 14 and 16 to 17 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons in the said trade as are not included in the definition of the expression “employee” contained in section *one* of the said Act.

J. DE KLERK,
Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE KOMMERSIËLE
DISTRIBUSIEBEDRYF, KIMBERLEY.

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit en aangegaan tussen die

Kimberley Commercial Employers' Association

(hieronder „die werkgewers” of „die werkgewersorganisasie” genoem), aan die een kant, en die

Kimberley Shop Assistants', Warehousemen's and Clerks' Association

(hieronder „die werknemers” of „die vakvereniging” genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Kommersiële Distribusiebedryf, Kimberley.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die munisipale gebied Kimberley nagekom word deur alle werkgewers en werknemers in die Kommersiële Distribusiebedryf wat lede van die werkgewersorganisasie en die vakvereniging is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister ingevolge artikel *agt-en-veertig* van die Wet vasstel en bly van krag vir 2 jaar of vir 'n tydperk wat hy kan bepaal.

3. WOORDOMSKRYWING.

Enige uitdrukkings wat in hierdie Ooreenkoms gebesig word en waarvan die betekenis in die Wet bepaal is, het dieselfde betekenis as in daardie Wet; by 'n verwysing na 'n wet of ordonnansie is ook enige wysiging van sodanige wet of ordonnansie inbegrepe en, tensy die teenoorgestelde blykbaar bedoel word, omvat woorde wat die manlike geslag aandui ook vrouens; verder, tensy dit in stryd is met die samehang, beteken—

„volwassene”, 'n persoon van 19 jaar of ouer;

„monteur”, 'n werknemer, uitgesonderd 'n fietsmonteur of 'n assistentfietsmonteur, wat meganiese of elektriese hulpmiddels of toestelle of enige bestanddele daarvan in die geheel of gedeeltelik uit klaargemaakte dele vir verkoopdoeleindes inmeekaarsit;

„assistentfietsmonteur”, 'n werknemer wat een of meer van die volgende pligte nakom of werksaamhede verrig:—

(a) kinderwaentjies, stootkarretjies, skoeters, snelwaentjies, pedaalkarretjies of enige ander soortgelyke wielvoertuig of speelgoed wat met die hand of voet aangedryf word, inmeekaarsit, indien sodanige inmeekaarsit nie die verstel van presisielaars, kettings of opgeboude wiele of die insit en styfmaak van speke omvat nie; of

(b) onder algemene toegiening enigiens van die pligte van 'n fietsmonteur nakom, uitgesonderd die sporing van fietswiele, die finale stel van 'n gemonteerde fiets, die stel van presisielaars, kettings of opgeboude wiele of die aansit en styfmaak van speke;

„Wet”, die Nywerheid-versoeningswet, 1937;

„veranderaar”, 'n werknemer wat in diens is in verband met die verandering of regmaak van enige kledingstukke en/of koopware;

„fietsmonteur”, 'n werknemer wat een of meer van die volgende pligte nakom of werksaamhede verrig:—

(a) fietse of enige bestanddele daarvan in die geheel of gedeeltelik uit klaargemaakte dele inmeekaarsit;

(b) fietswiele laat spoor of finale verstellers aan 'n gemonteerde fiets doen;

(c) presisielaars, kettings of opgeboude wiele verstel of speke insit en styfmaak;

en vir die toepassing van hierdie woordomskrywing en dié van assistentfietsmonteur, omvat die uitdrukking „fiets”, sonder om sy gewone betekenis op enige wyse te beperk, 'n driewieler en 'n afleweringsdriewieler, asook 'n kinderwaentjie, 'n stootkarretjie, 'n skoeter, 'n snelwaentjie, 'n pedaalkarretjie en enige ander soortgelyke wielvoertuig of speelgoed wat met die hand of voet aangedryf word;

„klerklike werknemer”, 'n werknemer wat skryfwerk, tikwerk, liassering of enige ander vorm van klerklike werk verrig en omvat ook 'n kassier en 'n telefonis;

„Raad”, die Nywerheidsraad vir die Kommersiële Distribusiebedryf, Kimberley, wat kragtens artikel *twee* van die Nywerheid Versoeningswet, 1924, geregistreer, of wat beskou word dat dit kragtens die Nywerheid-versoeningswet, 1937, geregistreer is;

„Kommersiële Distribusiebedryf”, die bedryf waarin werkgewers en werknemers geassosieer is vir die doel om die besigheid van 'n winkel te dryf, met inbegrip van klerklike, administratiewe, affewerings- en alle ander bybehorende of daaruitspruitende werksaamhede wat deur sodanige werkgewers en hul werknemers uitgeoefen word;

„aptekersassistent”, 'n werknemer in diens onder 'n vakleerlingskapkontrak aangegaan en geregistreer kragtens die reëls opgestel ingevolge artikel *vier-en-negentig* (2) (i) van Wet No. 13 van 1928, en wat van tyd tot tyd van krag is, of 'n werknemer wat ingevolge daardie Wet as apteker geregistreer is;

SCHEDULE.

COMMERCIAL DISTRIBUTIVE TRADE INDUSTRIAL
COUNCIL, KIMBERLEY.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into by and between the

Kimberley Commercial Employers' Association

(hereinafter referred to as “the employers” or “the employers' organization”), of the one part, and the

Kimberley Shop Assistants', Warehousemen's and Clerks' Association

(hereinafter referred to as “the employees” or “the trade union”), of the other part,

being the parties to the Commercial Distributive Trade Industrial Council, Kimberley.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the municipal area of Kimberley by all employers and employees in the Commercial Distributive Trade who are members of the employers' organization and the trade union.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such a date as may be specified by the Minister in terms of section *forty-eight* of the Act, and shall remain in force for two years or for such period as may be determined by him.

3. DEFINITIONS.

Any expressions used in this Agreement, which are defined in the Act, shall have the same meanings as in that Act, any reference to an Act or Ordinance shall include any amendment of such Act or Ordinance and, unless the contrary intention appears, words importing the masculine gender shall include females, further, unless inconsistent with the context—

“adult” means a person of the age of 19 years and over;

“assembler” means an employee, other than a bicycle assembler or an assistant bicycle assembler, who is engaged in assembling mechanical or electrical devices or appliances or any component parts thereof in whole or in part from ready made parts for the purpose of sale;

“assistant bicycle assembler” means an employee who is engaged in one or more of the following duties or operations:—

(a) assembling perambulators, go-carts, scooters, express wagons, pedal cars or any other similar wheeled vehicle or toy propelled by hand or foot, where such assembling does not involve the adjustment of precision bearings, chains or built up wheels or the setting or tightening of spokes; or

(b) performing under general supervision, any of the duties of a bicycle assembler, other than the truing of bicycle wheels, the final adjustment of an assembled bicycle, the adjustment of precision bearings, chains or built up wheels or the setting and tightening of spokes;

“Act” means the Industrial Conciliation Act, 1937;

“alteration hand” means an employee who is engaged in altering or renovating any article of wearing apparel and/or merchandise;

“bicycle assembler” means an employee engaged in any one or more of the following duties or operations:—

(a) assembling bicycles or any component parts thereof in whole or in part from ready made parts;

(b) truing bicycle wheels or making final adjustments to an assembled bicycle;

(c) adjusting precision bearings, chains or built up wheels or setting and tightening spokes;

and for the purpose of this definition and that of assistant bicycle assembler, the expression “bicycle”, without in any way limiting its ordinary meaning, includes a tricycle and a delivery tri-car and also includes a perambulator, a go-cart, a scooter, an express wagon, a pedal car and any other similar wheeled vehicle or toy propelled by hand or foot;

“clerical employee” means an employee who is engaged in writing, typing, filing or any other form of clerical work and includes a cashier and a telephone operator;

“Council” means the Commercial Distributive Trade Industrial Council, Kimberley, registered in terms of section *two* of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of the Industrial Conciliation Act, 1937;

“Commercial Distributive Trade” means the trade in which employers and employees are associated for the purpose of conducting the business of a shop, including clerical, administrative, delivery and all other operations incidental thereto or consequent thereon carried on by such employers and their employees;

“chemist assistant” means an employee employed under contract of apprenticeship entered into and registered in accordance with rules framed under section *ninety-four* (2) (i) of Act No. 13 of 1928, and in force from time to time, or an employee who is registered as a chemist and druggist under that Act;

„kleremaakster”, ’n werknemer wat enige artikel van dames- of kinderkler maak;

„versendingsklerk”, ’n werknemer wat goedere vir versending in of uit ’n magazyn of pakhuis of uit afdelings ontvang en/of nate;

„inrigting”, enige persele waarin of in verband waarmee werksaamhede in die Kommersiële Distribusiebedryf plaasvind;

„ondervinding”—

- (a) met betrekking tot ’n winklassistent, die totale diens-tydperk of -tydperke van ’n werknemer as winkel-assistent;
- (b) met betrekking tot ’n klerklike werknemer, die totale diens-tydperk of -tydperke van ’n werknemer as klerklike werknemer;

„uurloon”, die weekloon ten opsigte van die werknemers vir wie lone ingevolge klousules 4 (a), (b), (c), (d) en (e) van die Ooreenkoms voorgeskryf is, gedeel deur 46, en ten opsigte van die werknemers vir wie lone ingevolge klousules 4 (f) en (g) voorgeskryf is, gedeel deur 48, en vir die toepassing van hierdie woordomskriving beteken weekloon, met betrekking tot ’n werknemer werksaam in ’n beroep waarvoor ’n maandloon in die Ooreenkoms vasgestel is, sodanige maandloon gedeel deur 4½;

„arbeider”, ’n werknemer wat een of meer van die volgende werksaamhede verrig:—

Posseëls op briewe, pakkette of ander artikels vir versending plak, of ’n handfrankeermasjien bedien;

gedrukte of geadresseerde etikette aan bottels, bale, kiste of ander pakkies heg;

geriffelde of veselborddose of soortgelyke houers met die hand inmeekaarsit of uitmeekaarhaal;

op afleweringsoortuie help;

afvalmetaal opbrek;

goedere dra, verskuif, stapel of uitpak;

wiele omruil of lekplekke heelmaak;

persele of voertuie, diere, meubels, gerei, masjinerie, implemente, gereedskap of ander artikels op sy werkgewer se persele skoonmaak;

pluimvee skoonmaak of pluk;

vis skoonmaak, krap, opsny of in skywe sny;

kontant in die geval van k.b.a.-verkope invorder, of skriftelike bestellings aanneem;

met betrekking tot goedere wat in die inrigting verkoop word, papier, monsters, linoleum, gordynstange, sifdraad of ander artikels of negosieware met die hand sny;

briewe, boodskappe of goedere te voet of per fiets, driewieler of ander hand- of voertuig aflewer of vervoer;

diere versorg;

bottels of ander houers vir voorraad volmaak;

briewe vou of in koeverte plaas;

eiers volgens grootte gradeer;

voertuie laai of aflaai;

vuurmaak of vure aan die brand hou of afval of as verwyder;

tee of soortgelyke drank maak vir, of tee of soortgelyke drank aan werknemers of sy werkgewer en gaste bedien;

bale, kiste of ander pakkies met die hand merk of sjabloon;

afvallood smelt;

sakke met die hand heelmaak;

bestanddele van diere- of pluimveevoer wat vooraf geweeg of andersins bepaal is, met die hand meng;

voertuie, uitgesonderd motorvoertuie, olie en smeer;

deure of vensters of bale, kiste of ander pakkies oop- of toemaak;

’n goederehyser of hystoestel bedien;

goedere van eenvormige grootte en getal pak in houers wat spesiaal ontwerp is om sulke artikels te bevat of gespesifiseerde groepe artikels pak in houers wat spesiaal ontwerp is om sulke artikels of groepe artikels te bevat of artikels in oop houers vir plaaslike aflewering pak;

leë sakke, bottels of ander-houers sorteer;

pakkies of pakkette sorteer of pakkette toedraai;

diere oppas, in- of uitspan;

rubber- of ander stempels gebruik wat geen oordeel verg nie;

oorpakke, uniforms of beskermende klere was;

op ’n gestelde skaal weeg;

goedere vir verkoop of uitstalling pers of stryk;

„hyserbediener”, ’n werknemer wat ’n passasiershyser bedien;

„minderjarige”, ’n persoon onder die ouderdom van 19 jaar;

„bestuurder of bestuurderes”, ’n werknemer wat toesig oor die werk van ’n winkel hou of dit beheer;

„houdemaakster”, ’n werknemer wat in diens is in verband met die maak, toel, verandering en regmaak van hoede;

„bestellingsklerk”, ’n werknemer wat uitsluitlik of hoofsaaklik in diens is om kleinhandelbestellings vir goedere of koopware buite die inrigting van sy werkgewer in te samel of te werf;

„verpakker”, ’n werknemer wat goedere vir versending uit ’n winkel verpak, behalwe die verpakking genoem in die woordomskriving van arbeider, en wat hierbenewens koeverte, etikette en pakkies kan adresseer;

„gekwalifiseerde manlike winklassistent of klerklike werknemer”, ’n manlike winklassistent of klerklike werknemer

„dressmaker” means an employee who is engaged in making any article of women's or children's wearing apparel;

„despatch clerk” means an employee who receives and/or checks goods into or from a store or warehouse or from departments for despatch;

„establishment” means any premises in or in connection with which any functions are conducted in the Commercial Distributive Trade;

„experience” means—

- (a) in relation to a shop assistant, the total period or periods of employment which an employee has had as a shop assistant;
- (b) in relation to a clerical employee, the total period or periods of employment which an employee has had as a clerical employee;

„hourly wage” means the weekly wage in respect of the employees for whom wages are prescribed under clause 4 (a), (b), (c), (d) and (e) of the Agreement divided by 46, and in respect of the employees for whom wages are prescribed under clause 4 (f) and (g) divided by 48, and for the purpose of this definition weekly wage in relation to an employee employed in an occupation for which a monthly wage is laid down in the Agreement means such monthly wage divided by four and one-third;

„labourer” means an employee who is engaged in any one or more of the following operations:—

Affixing postage stamps on letters, parcels or other articles for posting or using a manually operated franking machine;

affixing printed or ready addressed labels on to bottles, bales boxes, or other packages;

assembling or dismantling by hand, corrugated or fibre board boxes or similar containers;

assisting on delivery vehicles;

breaking up scrap metal;

carrying, moving, stacking or unpacking goods;

changing wheels or repairing punctures;

cleaning premises or vehicles, animals, furniture, utensils, machinery, implements, tools or other articles on his employer's premises;

cleaning or plucking poultry;

cleaning, scaling, cutting or slicing fish;

collecting cash in the case of C.O.D. sales or accepting written orders;

cutting by hand in relation to goods sold in the establishment, paper, samples, linoleum, curtain rods, netting wire, wire or other articles or commodities;

delivering or conveying letters, messages or goods on foot or by means of a bicycle, tricycle or other hand or foot propelled vehicle;

feeding animals;

filling bottles or other containers for stock;

folding or enveloping mail;

grading eggs according to size;

loading or unloading vehicles;

making or maintaining fires or removing refuse or ashes;

making tea or similar beverages for, or serving tea or similar beverages to employees or his employer and guests;

marking or stencilling bales, boxes or other packages by hand;

melting scrap lead;

mending bags or sacks by hand;

mixing previously weighed or otherwise determined ingredients of animal or poultry foods by hand;

oiling or greasing vehicles, other than motor vehicles;

opening or closing doors or windows or bales, boxes or other packages;

operating a goods lift or hoist;

packing articles of uniform size and number into containers specially designed to contain such articles, or packing articles or specified groups of articles into containers specially designed to contain such articles or groups of articles, or packing articles into open containers for local delivery;

sorting empty bags, bottles or other containers;

sorting packages or parcels or wrapping up parcels;

tending, harnessing or unharnessing animals;

using rubber or other stamps involving no discretion;

washing overalls, uniforms or protective clothing;

weighing to a set scale;

pressing or ironing articles for sale or display;

„lift attendant” means an employee who is engaged in operating a passenger lift;

„minor” means a person under the age of 19 years;

„manager or manageress” means an employee who supervises or controls the works of a shop;

„milliner” means an employee who is engaged in the making, trimming, altering or renovating of hats;

„orderman” means an employee who is wholly or substantially engaged in collecting or soliciting retail orders for goods or merchandise outside the establishment of his employer;

„packer” means an employee who is engaged in packing goods for transport or delivery from a shop, other than the packing referred to in the definition of labourer, and who may in addition thereto address envelopes, labels and packages;

„qualified male shop assistant or clerical employee” means a male shop assistant or clerical employee who has had

met minstens vyf jaar ondervinding onderskeidelik as 'n winklassistent of klerklike werknemer;
 „ongekwalifiseerde manlike winklassistent of klerklike werknemer”, 'n manlike winklassistent of klerklike werknemer met minder as vyf jaar ondervinding onderskeidelik as 'n winklassistent of klerklike werknemer;
 „ongekwalifiseerde vroulike winklassistent of klerklike werknemer”, 'n vroulike winklassistent of klerklike werknemer met minstens vyf jaar ondervinding onderskeidelik as 'n winklassistent of klerklike werknemer;
 „ongekwalifiseerde vroulike winklassistent of klerklike werknemer”, 'n vroulike winklassistent of klerklike werknemer met minder as vyf jaar ondervinding onderskeidelik as 'n winklassistent of klerklike werknemer;
 „winkel” —

- alle persele of gedeeltes van persele waarheen die publiek uitgenooi word vir die doel om goedere wat daarin of daarop vir verkoop uitgestal is, of goedere van die soort wat aldus vir verkoop aangebied of uitgestal word, te koop;
- alle persele of gedeeltes van persele waarin of vanwaar die goedere waarna in paragraaf (a) verwys word gebêre, uitgepak, of gepak, afgelewer, of versend word aan persone na wie in paragraaf (a) verwys word, wat daardie goedere koop;
- alle persele of gedeeltes van persele waarin goedere gebêre word en wat gebruik word vir die uitvoering van groothandelbestellings vir die lewering van dié goedere aan klante vir herverkoop; of
- alle persele waarin goedere gebêre word en wat gebruik word vir die uitvoering van kleinhandelbestellings vir die lewering van dié goedere;

maar omvat nie persele of gedeeltes daarvan in die groot-handel- of kleinhandelwysnwyerheid, die suiwelewyerheid, die vloei-bare olie- of brandstofnwyerheid nie; of persele of gedeeltes daarvan uitsluitlik gebruik vir die verkoop van petrol, motorolie, motorbuitende, motorvoertuie of -toebehore en/of -onderdele (hetsy nuut of gebruik) wat betrekking daarop het nie, hetsy die verkoop uitgevoer word vanuit persele wat aan 'n gedeelte van 'n inrigting is waarin die inmeekaarsit van of herstelwerk aan motorvoertuie uitgevoer word; of persele of gedeeltes daarvan waar goedere vervaardig word; of dié gedeelte van persele wat uitsluitlik gebruik word vir die bereiding en/of verbruik van eetware en drank; of persele of gedeeltes daarvan waarin sterckdrank verkoop, gebêre of waarvandaan dit versend word nie;
 „monsterjong”, 'n werknemer wat 'n handelsreisiger op sy rondes vergesel en hom help om sy monsters te verpak, uit te pak en te vertoon;
 „winkel- of vloeropsigter”, 'n werknemer wat spesifiek belas is met die verantwoordelikheid om toesig te hou in verband met die voer van verkopings, die veilige versorging van voorraad en die dryf van sake met die publiek binne 'n afgebakende afdeling of afdelings van 'n inrigting;
 „stoorman en/of pakhuisman”, 'n werknemer wat hoofsaaklik goedere in 'n magasyn of pakhuis bymekaarbring, wegpak, verpak of uitpak en wat goedere uit 'n magasyn of pakhuis vir versending na afdelings lewer;
 „winklassistent”, 'n werknemer wat een of meer van die volgende pligte nakom, nl. —

- Klante in die inrigting bedien;
- goedere of koopware verkoop;
- voorraad versorg;
- goedere vir uitstalling optooi;
- bestellings gereedmaak;
- goedere weeg, uitgesonderd op 'n gestelde skaal;

en omvat 'n versendingsklerk, aptekersassistent, bestellingsklerk, stoorman en/of pakhuisman, kleremaakster, veranderaar, hoedemaakster, kaartjieskrywer, uitstaller en winkel- of vloeropsigter;
 „kaartjieskrywer”, 'n persoon wat in diens is om pryskaartjies en vertoonkaartjies te ontwerp en/of te merk;
 „tydelike werknemer”, 'n persoon wat deur dieselfde werknemer vir slegs een ononderbroke tyd in diens geneem word wat nie meer as 26 werkdag gedurende 'n tyd van drie agtereenvolgende maande duur nie, gereken van die datum van indiensneming af;
 „handelsreisiger”, 'n werknemer, uitgesonderd 'n herstellingsklerk, wat as die reisende verteenwoordiger van 'n handelsinrigting ten behoeve van die inrigting bestellings van behoorlik gelisensieerde handelaars en/of ander persone vra of werf vir die verkoop en/of lewering aan hulle van goedere vir herverkoop en/of vir die gebruik of verbruik deur dié handelaars of ander persone.
 „uitstaller”, 'n werknemer wat goedere vir vertoon in 'n winkelveenster uitstal.

4. LONE.

(1) Geen lone teen laer skale as die volgende mag deur 'n werkgever betaal of deur 'n werknemer aangeneem word nie: —

	Per maand.
	£ s. d.
(a) Mans.	
Bestuurder	35 0 0
Winklassistente en klerklike werknemers —	
met tot een jaar ondervinding	10 0 0
met meer as een en tot twee jaar onder-	
vinging	13 10 0

not less than five years' experience as a shop assistant or clerical employee respectively;

“unqualified male shop assistant or clerical employee” means a male shop assistant or clerical employee who has had less than five years' experience as a shop assistant or clerical employee respectively;

“qualified female shop assistant or clerical employee” means a female shop assistant or clerical employee who has had not less than five years' experience as a shop assistant or clerical employee respectively;

“unqualified female shop assistant or clerical employee” means a female shop assistant or clerical employee who has had less than five years' experience as a shop assistant or clerical employee respectively;

“shop” means —

- any premises or portion of any premises to which the public is invited for the purpose of purchasing the goods displayed therein or thereon for sale, or goods of the type so offered or displayed for sale;
- any premises, or portion thereof, in which or from which the goods referred to in paragraph (a) are stored, unpacked or packed, delivered or dispatched to persons referred to in paragraph (a) purchasing such goods;
- any premises, in which goods are stocked and from which wholesale orders are executed for the supply of such goods to customers for resale; or
- any premises in which goods are stocked and from which retail orders for the supply of such goods are executed;

but does not include premises or portion thereof in the wholesale or retail meat trade, the dairy trade, the liquid oil and fuel trade; or premises or portion thereof used solely for the sale of petrol, motor oils, motor tyres, motor vehicles or the accessories and/or spare parts (whether new or used) pertaining thereto whether or not such sale is conducted from premises which are attached to a portion of an establishment wherein is conducted the assembly of or repairs to motor vehicles; or any premises or portion thereof where goods are manufactured; or that portion of any premises used solely for the preparation and/or consumption of eatables and beverages; or any premises or portion thereof in which liquor is sold, stored or dispatched;

“sample boy” means an employee who accompanies a traveller on his rounds and assists him in packing, unpacking or displaying his samples;

“shop or floor walker” means an employee who is specifically charged with supervising responsibility for the conduct of sales, the safe custody of stock and the conduct of business with the public within any demarcated section or sections of an establishment;

“storeman and/or warehouseman” means an employee who is mainly engaged in assembling, storing, packing or unpacking goods in a store or warehouse and in delivering goods from a store or warehouse to departments for despatch;

“shop assistant” means an employee who is engaged in one or more of the following duties, namely —

- attending to customers in an establishment;
- selling goods or merchandise;
- attending to stock;
- dressing out for display of goods;
- assembling orders;
- weighing goods other than to set scale;

and includes a despatch clerk, chemist's assistant, orderman, storeman and/or warehouseman, dressmaker, alteration hand, milliner, ticket writer, window dresser and shop or floor walker;

“ticket-writer” means an employee who is engaged in the designing and/or lettering of price-tickets and show cards;

“temporary employee” means a person who is employed by the same employer for one continuous period only which shall not exceed 26 working days during any period of three consecutive months calculated from the date of employment;

“traveller” means an employee other than an orderman, who, as the travelling representative of a trading establishment, on behalf of such establishment, invites, canvasses or solicits orders from duly licensed traders and/or other persons for the sale and/or supply to them of goods for resale and/or for the use or consumption by such traders or other persons.

“window dresser” means an employee who is engaged in dressing out goods for display in a shop window.

4. WAGES.

(1) No employer shall pay and no employee shall accept wages lower than the following: —

	Per Month.
	£ s. d.
(a) Males.	
Manager	35 0 0
Shop assistants and clerical employees —	
with up to one year's experience	10 0 0
with more than one and up to two years' experience	13 10 0

	Per maand. £ s. d.
met meer as twee en tot drie jaar ondervinding	17 0 0
met meer as drie en tot vier jaar ondervinding	20 10 0
met meer as vier en tot vyf jaar ondervinding	24 0 0
met meer as vyf en tot ses jaar ondervinding	27 10 0
daarna	28 15 0
(b) <i>Vrouens.</i>	
Bestuurderes	22 10 0
Winkelassistent en klerklike werknemers—	
met tot een jaar ondervinding	8 10 0
met meer as een en tot twee jaar ondervinding	10 10 0
met meer as twee en tot drie jaar ondervinding	12 10 0
met meer as drie tot vier jaar ondervinding	14 10 0
met meer as vier tot vyf jaar ondervinding	16 10 0
met meer as vyf tot ses jaar ondervinding	17 0 0
Daarna	17 10 0

(c) *Handelsreisiger, manlik.*

Gedurende eerste ses maande ondervinding	25 0 0
Gedurende tweede ses maande ondervinding	28 0 0
Daarna	33 10 0

(d) *Handelsreisiger, vroulik.*

Gedurende eerste ses maande ondervinding	20 0 0
Gedurende tweede ses maande ondervinding	22 10 0
Daarna	25 0 0

(e) *Tydlike werknemers.*

'n Tydlike werknemer moet minstens die loon betaal word wat hierin voorgeskryf word vir 'n werknemer van dieselfde geslag en duur van ondervinding.

	Per week. £ s. d.
(f) (i) Drywer van motorvoertuig met 'n vrag-vermoë van—	
(i) onder 6,000 lb.	3 10 0
(ii) 6,000 lb.	3 17 0
(iii) bo 6,000 lb. en tot en met 10,000 lb.	4 5 0
(iv) bo 10,000 lb. en tot en met 14,000 lb.	5 5 0
(v) bo 14,000 lb.	6 0 0
Drywer van enige ander motorvoertuig	3 10 0
(ii) Verpakker	2 0 0
(iii) Drywer van diervoertuig	1 15 0
(iv) Wag	2 0 0
(v) Monsterjong	1 17 6
(vi) Monteur	2 0 0
(vii) Assistentfietsmonteur	2 0 0
(viii) Fietsmonteur	2 5 0
(ix) Hyserbediener	1 15 0

(g) *Arbeiders.*

(i) Volwassenes	1 15 0
(ii) Minderjariges	1 2 9

(2) *Betaling van lone.*—(a) Lone moet maandeliks of weekliks, soos voorgeskryf, of by beëindiging van die dienskontrak, indien dit voor die gewone betaaldag van die werknemer val, kontant betaal word.

(b) Van die lone aan 'n werknemer verskuldig mag geen boetes gehef of aftrekking gemaak word nie, uitgesonderd onderstaande:—

- Behoudens die bepalings van artikel 7 (5) as 'n werknemer sonder toedoen van die werkgever van die werk afwesig is, 'n *pro rata* bedrag van sy lone vir die duur van die afwesigheid;
- heffings ingevolge artikel 14 van hierdie Ooreenkoms;
- enige bedrag wat 'n werkgever, kragtens enige wet, ordonansie of regsgeding, ten behoeve van 'n werknemer verplig is om te betaal;
- met die skriftelike toestemming van 'n werknemer, aftrekkings vir siektebystands-, versekerings-, voorsorg- en/of pensioenfondse;
- met die skriftelike toestemming van 'n werknemer, 'n bedrag wat aan 'n werkgever verskuldig is vir goedere van hom deur sy werknemer gekoop.

(3) *Koop van goedere.*—'n Werkgever mag nie van sy werknemer vereis om goedere van hom te koop nie, ook nie van 'n winkel of persoon wat deur hom aangewys word nie.

(4) *Differensiële lone.*—As 'n werknemer op 'n dag twee of meer soorte werk verrig waarvoor verskillende lone voorgeskryf is, moet hy vir al die ure op dié dag gewerk, betaal word teen die hoogste loon soos voorgeskryf vir die werk wat hy verrig het.

(5) *Lewenskostetoelae.*—(a) Benewens die lone wat in hierdie artikel voorgeskryf word, moet werknemers lewenskostetoelae betaal word, soos uiteengesit in Oorlogsmaatreë No. 43 van 1942, soos gewysig, of soos dit van tyd tot tyd gewysig kan word.

(b) Enige sodanige toelae is betaalbaar terselfdertyd as wat die werknemer se loon ingevolge subartikel (2) van hierdie artikel betaal moet word.

	Per Month. £ s. d.
with more than two and up to three years' experience	17 0 0
with more than three and up to four years' experience	20 10 0
with more than four and up to five years' experience	24 0 0
with more than five and up to six years' experience	27 10 0
Thereafter	28 15 0

(b) *Females.*

Manageress	22 10 0
Shop assistants and clerical employees—	
with up to one year's experience	8 10 0
with more than one and up to two years' experience	10 10 0
with more than two and up to three years' experience	12 10 0
with more than three and up to four years' experience	14 10 0
with more than four and up to five years' experience	16 10 0
with more than five and up to six years' experience	17 0 0
Thereafter	17 10 0

(c) *Traveller, Male.*

During the first six months of experience	25 0 0
During the second six months of experience	28 0 0
Thereafter	33 10 0

(d) *Traveller, Female.*

During the first six months of experience	20 0 0
During the second six months of experience	22 10 0
Thereafter	25 0 0

(e) *Temporary Employees.*

A temporary employee shall be paid not less than the wages herein prescribed for an employee of the same sex and length of experience.

	Per Week. £ s. d.
(f) (i) Driver of motor vehicle of a payload—	
(i) under 6,000 lb.	3 10 0
(ii) 6,000 lb.	3 17 0
(iii) over 6,000 lb. and up to and including 10,000 lb.	4 5 0
(iv) over 10,000 lb. and up to and including 14,000 lb.	5 5 0
(v) over 14,000 lb.	6 0 0
Driver of any other motor vehicle	3 10 0
(ii) Packer	2 0 0
(iii) Driver of animal-drawn vehicle	1 15 0
(iv) Watchman	2 0 0
(v) Sample boy	1 17 6
(vi) Assembler	2 0 0
(vii) Assistant bicycle assembler	2 0 0
(viii) Bicycle assembler	2 5 0
(ix) Lift attendant	1 15 0

(g) *Labourers.*

(i) Adult	1 15 0
(ii) Minor	1 2 9

(2) *Payment of Wages.*—(a) Wages shall be paid monthly or weekly as prescribed in cash or on termination of the contract of service if this takes place before the ordinary pay day of the employee.

(b) No fines or deductions of any kind shall be made from an employee's wages or rates other than the following:—

- Subject to the provisions of section 7 (5) when an employee is absent from work, through no fault of the employer, a *pro rata* amount of his wages for the period of such absence;
- levies in terms of section 14 of this Agreement;
- any amount paid by an employer compelled by any law, ordinary or legal process to make payment on behalf of an employee;
- with the written consent of an employee deductions for medical, insurance, provident and/or pension funds;
- with the written consent of an employee an amount due to an employer for goods purchased from him by his employee.

(3) *Purchase of Goods.*—An employer shall not require his employee to purchase any goods from him or from any shop or person nominated by him.

(4) *Differential Rates.*—Where an employee is on any day employed on two or more classes of work, for which different rates are prescribed he shall for the whole of such day be paid at the higher or highest rate laid down for the work on which he was employed.

(5) *Cost of Living Allowance.*—(a) In addition to the wages prescribed in this Section, employees shall be paid cost of living allowances as set out in War Measure No. 43 of 1942, as amended, or as may be amended from time to time.

(b) Any such allowance shall be payable at the same time as the employee's wages are required to be paid in terms of sub-section (2) of this section.

(c) Geen bedrag mag van die lewenskostoelae, betaalbaar ingevolge hierdie subartikel, afgetrek word nie; met dien verstande dat as 'n aftrekking van die loon ten opsigte van enige versuim van 'n werknemer om die bepalings van sy kontrak na te kom, by hierdie Ooreenkoms toegelaat is, 'n ooreenstemmende *pro rata* aftrekking van die lewenskostoelae gemaak kan word ten opsigte van dieselfde tydperk.

Bo en behalwe die loon wat in subartikels (1) (c) en (d) van hierdie artikel voorgeskryf word, moet 'n handelsreisiger betaal word—

- (i) 'n onderhoudstoelae van minstens twintig sjielings ten opsigte van elke nag wat hy gedurende 'n reis wat vir die verrigting van sy werksaamhede onderneem word, van sy huis af weg moet deurbring;
- (ii) (a) alle redelike vervoerkoste wat deur hom gemaak word vir die verrigting van sy werksaamhede; of
- (b) wanneer sy werkgever van hom vereis of hom toelaat om sy eie motor te gebruik vir die verrigting van sy werksaamhede, 'n toelae van minstens ses pennies per myl vir elke myl wat vir die verrigting van daardie werksaamhede in daardie motor gereis word.

(6) *Dienstoeleae*.—'n Klerklike werknemer of winklassistent met vyf jaar onafgebroke diens by dieselfde werkgever, hetsy voor of na die inwerkingtreding van hierdie Ooreenkoms, moet deur daardie werkgever, benewens die loon voorgeskryf vir so 'n werknemer in subartikel (1) van hierdie artikel, 'n dienstoeleae, wat met verwysing na alle verdere onafgebroke diens by sodanige werkgever bereken word, hetsy voor of na die inwerkingtreding van hierdie Ooreenkoms, van minstens die volgende betaal word:—

- (i) in die geval van 'n vroulike werknemer, tien sjielings per maand gedurende die eerste tydperk van twaalf maande van sodanige verdere diens, een pond per maand gedurende die tweede sodanige tydperk en daarna een pond tien sjielings per maand;
- (ii) in die geval van 'n manlike werknemer, een pond vyf sjielings per maand gedurende die eerste tydperk van twaalf maande van sodanige verdere diens, twee pond tien sjielings per maand gedurende die tweede sodanige tydperk en daarna drie pond vyftien sjielings per maand.

(7) *Verhogingsdatum*.—Enige verhoging wat aan 'n werknemer kragtens subartikel (1) (a) en (b) van hierdie artikel verskuldig is, moet soos volg betaalbaar wees:—

- (a) ten opsigte van 'n werknemer wat tussen die 1ste en 15de dag van 'n maand begin werk, een jaar; daarna bereken van die eerste dag van sodanige maand af; en
- (b) ten opsigte van 'n werknemer wat tussen die 16de en laaste dag van 'n maand begin werk, een jaar; daarna bereken van die laaste dag van sodanige maand af.

(8) Niks in hierdie Ooreenkoms kan die loon wat aan enige werknemer op enige tydstop voor of op die datum waarop hierdie Ooreenkoms in werking tree, verminder nie.

5. GETALLEVERHOUDING VAN WERKNEMERS.

(1) Geen ongekwalifiseerde manlike winklassistent of klerklike werknemer mag in diens geneem word nie, tensy daar eers 'n gekwalifiseerde manlike winkelbediende of klerklike werknemer in diens is en daar mag vir elke gekwalifiseerde manlike winklassistent of klerklike werknemer hoogstens een ongekwalifiseerde manlike winklassistent of klerklike werknemer in diens geneem word.

(2) Geen ongekwalifiseerde vroulike winklassistent of klerklike werknemer mag in diens geneem word nie, tensy daar eers 'n gekwalifiseerde vroulike winkelbediende of klerklike werknemer in diens is en daar mag vir elke gekwalifiseerde vroulike winklassistent of klerklike werknemer hoogstens twee ongekwalifiseerde vroulike winklassistente of klerklike werknemers in diens geneem word; met dien verstande dat die gesamentlike lone van sodanige twee ongekwalifiseerde werknemers minstens £23 per maand moet bedra.

(3) 'n Werkgever wat in sy eie inrigting uitsluitlik of hoofsaaklik die werk van 'n winklassistent of klerklike werknemer verrig, kan as 'n gekwalifiseerde werknemer gereken word; met dien verstande dat as so 'n werkgever in meer as een winkel besigheid dryf, elke winkel vir verhoudingsdoeleindes as 'n afsonderlike winkel beskou moet word en hy nie ten opsigte van meer as een winkel as 'n gekwalifiseerde werknemer gereken mag word nie.

(4) In die geval van 'n vennootskap of maatskappy met beperkte aanspreeklikheid, kan vir die toepassing van hierdie artikel slegs een persoon as 'n werkgever beskou word.

6. WERKURE.

(1) Behalwe soos bepaal in subartikels (2) en (3) van hierdie artikel mag van 'n werknemer in diens in die beroepe gemeld in paragrawe (a), (b), (c) en (d) van subartikel (1) van artikel 4 nie vereis word om langer as 46 uur per week te werk nie wat as volg ingedeel word:—

- (a) Langer as 8 uur op Maandae, Dinsdae, Woensdae en Donderdae te werk nie, en mag 'n werkgever ook nie toelaat dat werksaamhede op dié dae voor 6 vm. begin of na 6 nm. eindig nie;
- (b) Langer as 9 uur op Vrydae te werk nie, en mag 'n werkgever ook nie toelaat dat werksaamhede op dié dag voor 6 vm. begin of na 7 nm. eindig nie;
- (c) Langer as 5 uur op Saterdag te werk nie, en mag 'n werkgever ook nie toelaat dat werksaamhede op dié dag voor 6 vm. begin of na 1 nm. eindig nie;

(c) No deduction shall be made from the cost of living allowance payable in terms of this sub-section, provided that whenever a deduction from the wages is permitted by this Agreement, in respect of any failure of an employee to fulfill the terms of his contract, a corresponding *pro rata* deduction may be made from the cost of living allowance in respect of the same period.

In addition to the wages prescribed in sub-sections (1) (c) and (d) of this section, travellers shall be paid—

- (i) a subsistence allowance of not less than twenty shillings in respect of each night spent away from his headquarters during any journey undertaken in the performance of his duties;
- (ii) (a) all reasonable transport expenses incurred by him in the performance of his duties; or
- (b) when his employer requires or permits him to use his own car in performance of his duties, an allowance of not less than sixpence per mile for every mile travelled in such car in connection with such duties.

(6) *Service Allowance*.—A clerical employee or shop assistant who has had five years continuous employment with the same employer whether before or after the coming into operation of this Agreement shall be paid by that employer, in addition to the wage prescribed for such employee in sub-section (1) of this section, a service allowance calculated by reference to all further continuous employment with such employer, whether before or after the coming into operation of this Agreement, of not less than—

- (i) in the case of a female employee, ten shillings per month during the first period of twelve months of such further employment, one pound per month during the second such period and one pound ten shillings per month thereafter;
- (ii) in the case of a male employee, one pound five shillings per month during the first period of twelve months of such further employment, two pounds ten shillings per month during the second such period and three pounds fifteen shillings per month thereafter.

(7) *Incremental Date*.—Any increment due to an employee in terms of sub-section (1) (a) and (b) of this section shall be payable as follows:—

- (a) In respect of an employee who commences work between the first and fifteenth day of a month, one year thereafter reckoned as from the first day of such month; and
- (b) in respect of an employee who commences work between the sixteenth and last day of a month, one year thereafter reckoned as from the last day of such month.

(8) Nothing in this Agreement shall operate to reduce the wage which was being paid to any employee at any time prior to or at the date of commencement of this Agreement.

5. PROPORTION OR RATIO OF EMPLOYEES.

(1) No unqualified male shop assistant or clerical employee shall be employed unless a qualified male shop assistant or clerical employee is first employed and for each qualified male shop assistant or clerical employee there may be employed not more than one unqualified male shop assistant or clerical employee.

(2) No unqualified female shop assistant or clerical employee shall be employed unless a qualified female shop assistant or clerical employee is first employed, and for each qualified female shop assistant or clerical employee there may be employed not more than two unqualified female shop assistants or clerical employees, provided that the combined wages of such two unqualified employees shall not be less than £23 per month.

(3) An employer who is wholly or substantially engaged in doing the work of a shop assistant or clerical employee in his own shop may be deemed to be a qualified employee, provided that where an employer carries on business in one or more shops, each such shop shall for ratio purposes be regarded as a separate shop, and the employer shall not be deemed to be a qualified employee in respect of more than one such shop.

(4) In the case of a partnership or limited liability company one person only shall for the purpose of this section be regarded as an employer.

6. HOURS OF WORK.

(1) Save as provided in sub-sections (2) and (3) of this section, an employee employed in the occupation referred to in paragraphs (a), (b), (c) and (d) of sub-section (1) of section 4, shall not be required to work in excess of 46 hours per week, arranged as follows:—

- (a) For more than 8 hours on Mondays, Tuesdays, Wednesdays and Thursdays, nor shall an employer permit work to commence before 6 a.m. or terminate after 6 p.m. on such days;
- (b) for more than 9 hours on Fridays, nor shall an employer permit work to commence before 6 a.m. or terminate after 7 p.m. on such days;
- (c) for more than 5 hours on Saturdays, nor shall an employer permit work to commence before 6 a.m. or terminate after 1 p.m. on such days;

- (d) 'n werkgewer kan vereis of toelaat dat 'n werknemer benewens die ure wat in hierdie artikel voorgeskryf is, vir 'n totale tydperk van hoogstens een uur in enige afsonderlike week werk ten einde klante te bedien na voltooiing van die gewone werkure.
- (2) 'n Werkgewer mag, vir doeleindes van voorraadopname of ander spesiale werk, van 'n werknemer vereis of hom toelaat om langer as die ure wat in subartikels (1) (a) en (b) van hierdie artikel voorgeskryf is, te werk; met dien verstande dat—
- (a) daartoe vooraf van die Voorsitter of Sekretaris van die Raad toestemming verkry moet word;
- (b) sodanige ekstra werkure nie twee uur op 'n bepaalde dag of ses uur in 'n week of 30 uur in 'n jaar te bowe gaan nie;
- (c) die verlenging van die werkure tot op Sondag of 'n openbare vakansiedag onwettig is.
- (3) *Betaling vir oortyd.*—Elke werknemer moet vir elke uur of gedeelte van 'n uur oortyd $1\frac{1}{2}$ maal die besoldiging betaal word wat vir 'n werknemer van sy klas voorgeskryf is.
- (4) Die werkure van werknemers genoem in paragrawe (f) en (g) van subartikel (1) van artikel 4 is hoogstens 46 uur per week; met dien verstande dat in die geval van daardie werknemers wat uitsluitlik of hoofsaaklik goedere aflewer, persele skoonmaak of diere versorg, die werkure hoogstens 48 uur per week is.
- (5) Die werkure vir 'n tydelike werknemer is soos voorgeskryf vir die beroep waarin hy in diens is.
- (6) 'n Werkgewer mag nie 'n werknemer op 'n dag langer as vyf uur aaneen laat werk sonder 'n ononderbroke tussenpoos van minstens een uur nie.
- (7) Geen werkgewer mag van 'n werknemer onder 18 jaar oud vereis of hom toelaat om na halfsewe in die aand te werk nie.
- (8) *Ruspouses.*—'n Werkgewer moet aan elk van sy werknemers, uitgesonderd 'n handelsreisiger en 'n werknemer wat goedere aflewer, 'n ruspouse toestaan van minstens tien minute so na as doenlik aan die middel van elke môre- en namiddagwerktydperk en sodanige pouse moet vir berekening van lone as deel van die gewone werkure beskou word.
- (9) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om op 'n Sondag of openbare vakansiedag te werk nie.
- (10) *Voorbehoude.*—Die bepalinge van hierdie klousule is nie op handelsreisigers, monstersondags of wagte van toepassing nie.

7. VERLOF.

- (1) Elke werknemer moet vir alle openbare vakansiedae gedurende sy dienstyd besoldig word.
- (2) Die jaarlikse verloftyd waarop 'n werknemer geregtig is, is soos volg:—
- (i) In die geval van 'n werknemer van die klasse genoem in paragrawe (a), (b), (c) en (d) van subartikel (1) van artikel 4, met een jaar diens maar minder as twee jaar diens by dieselfde werkgewer, 17 opeenvolgende dae met volle besoldiging;
- (ii) in die geval van 'n werknemer genoem in paragrawe (a), (b), (c) en (d) van subartikel (1) van artikel 4, met twee of meer opeenvolgende jare diens by dieselfde werkgewer, 21 opeenvolgende dae met volle besoldiging;
- (iii) in die geval van 'n werknemer van die klasse genoem in paragrawe (a), (b), (c) en (d) van subartikel (1) van artikel 4, met vyf of meer opeenvolgende jare diens by dieselfde werkgewer, 24 opeenvolgende dae met volle besoldiging;
- (iv) in die geval van 'n werknemer van die klasse genoem in paragrawe (f) en (g) van subartikel (1) van artikel 4, met een of meer jare diens by dieselfde werkgewer, 14 opeenvolgende dae met volle besoldiging;
- met dien verstande dat—
- (a) die werknemer sodanige verlof by onderlinge ooreenkoms tussen werkgewer en werknemer kan laat ooploop en dat dit na twee jaar ononderbroke diens in 'n aaneenlopende tydperk geneem mag word;
- (b) die werkgewer by die vasstelling van die tye waarop verskillende werknemers verlof neem, die vereistes van sy besigheid redelik in ag kan neem;
- (c) tensy die werkgewer verlof op 'n vroeër datum aan 'n werknemer toegestaan het, die genoemde verlof so toegestaan moet word dat dit binne twee maande na verstryking van een jaar, of na gelang van die geval, twee jaar ononderbroke diens, afloop;
- (d) sodanige verlof nie mag saamval met enige tydperk wanneer van die werknemers vereis word om opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, te ondergaan nie;
- (e) as enige openbare vakansiedag binne die tydperk van sodanige verlof val, sodanige vakansiedag by genoemde tydperk gevoeg moet word as verdere verlof met volle besoldiging.
- (3) Indien die diens van 'n werknemer gedurende die eerste of in die loop van enige daaropvolgende diensjaar beëindig word, moet die werkgewer ten opsigte van enige tydperk waar-

- (d) an employer may require or permit an employee to work, in addition to the hours herein prescribed, for a total period of not more than one hour in any one week, for the purpose of attending to customs after the completion of the ordinary working hours..
- (2) An employer may, for the purpose of stocktaking or other special work, require or allow an employee to work in excess of the hours specified in sub-section (1) (a) and (b) of this section provided—
- (a) that the prior approval be obtained from the Chairman or Secretary of the Council;
- (b) that such excess working hours shall not exceed two hours in any one day or six hours in any one week or thirty hours in any one year;
- (c) that it shall be unlawful to extend such hours into a Sunday or Public Holiday.
- (3) *Payment for Overtime.*—Each employee shall be paid not less than one and a third times the remuneration prescribed for an employee of his class for each hour, or part thereof, of overtime.
- (4) The hours of work of the employees referred to in paragraphs (f) and (g) of sub-section (1) of section 4 shall not exceed 46 hours per week; provided that in the case of those employees engaged wholly or mainly in the delivery of goods, cleaning of premises or tending of animals, the hours of work shall not exceed 48 hours per week.
- (5) The hours of work of a temporary employee shall be those prescribed for the occupation in which he is employed.
- (6) An employer shall not employ an employee for more than five hours continuously without an uninterrupted interval of at least one hour on any day.
- (7) No employer shall require or permit any employee who is under the age of 18 years to work later than half past six o'clock in the afternoon.
- (8) *Rest Interval.*—An employer shall grant to each of his employees, other than a traveller and an employee engaged in delivery of goods, a rest interval of not less than ten minutes at as nearly as practicable the middle of each morning and afternoon work period and such interval shall, for the purpose of calculating wages, be deemed to be part of the ordinary hours of work.
- (9) No employer shall require or permit any employee to work on a Sunday or public holiday.
- (10) *Savings.*—The provisions of this clause shall not apply to travellers, sample-boys or watchmen.

7. LEAVE.

- (1) Each employee shall be paid for all public holidays during his period of service.
- (2) The period of annual leave to which an employee is entitled shall be—
- (i) in the case of an employee of the classes referred to in paragraphs (a), (b), (c) and (d) of sub-section (1) of section 4 who has had one year's employment but less than two years' employment with the same employer, seventeen consecutive days on full pay;
- (ii) in the case of an employee of the classes referred to in paragraphs (a), (b), (c) and (d) of sub-section (1) of section 4 who has had two or more consecutive years' employment with the same employer, twenty-one consecutive days on full pay;
- (iii) in the case of an employee of the classes referred to in paragraphs (a), (b), (c) and (d) of sub-section (1) of section 4 who has had five or more consecutive years' employment with the same employer, twenty-four consecutive days on full pay;
- (iv) in the case of an employee of the classes referred to in paragraphs (f) and (g) of sub-section (1) of section 4 who has completed one or more years' employment with the same employer, fourteen consecutive days on full pay;
- provided that—
- (a) by mutual agreement between the employer and the employee such leave may be accumulated by the employee and taken in a consecutive period after two years' continuous service;
- (b) the employer may fix the time of leave for the different employees with reasonable regard to the exigencies of his business;
- (c) unless the employer shall have granted to any employee his period of leave at an earlier date, the said leave shall be granted so as to expire within two months of the expiration of any one year or two years' continuous service, as the case may be;
- (d) the period of such leave shall not be concurrent with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912; and
- (e) if any public holiday falls within the period of such leave, such holiday shall be added to the said period as a further period of absence on full pay.
- (3) Should the service of an employee be terminated during the first year, or during the currency of any subsequent year of service, the employer shall in respect of any period for which

voor die werknemer nie verlof toegestaan is nie, in die loop van die diensopseggingstermyn—

- (i) die werknemer van die klasse genoem in paragrawe (a), (b), (c) en (d) van subartikel (1) van artikel 4, met minder as twee jaar diens by dieselfde werkgever, een dag verlof met volle besoldiging vir elke volle drie weke diens toestaan, of aan die werknemer 1/21ste van die weekloon, wat die werknemer ontvang het toe diensopsegging gegee is, vir elke volle week diens betaal;
 - (ii) die werknemer van die klasse genoem in paragrawe (a), (b), (c) en (d) van subartikel (1) van artikel 4, met twee of meer jaar ononderbroke diens by dieselfde werkgever, 1½ dae verlof met volle besoldiging vir elke volle vier weke diens toestaan, of aan die werknemer 1/17de van 'n week se loon wat die werknemer ontvang het toe diensopsegging gegee is, vir elke volle week diens betaal;
 - (iii) die werknemer van die klasse genoem in paragrawe (a), (b), (c) en (d) van subartikel (1) van artikel 4, met vyf of meer jaar ononderbroke diens by dieselfde werkgever, twee dae verlof met volle besoldiging vir elke volle vier weke diens toestaan, of aan die werknemer 1/15de van 'n week se loon, wat die werknemer ontvang het toe diensopsegging gegee is, vir elke volle week diens betaal.
 - (iv) die werknemer van die klasse genoem in paragrawe (f) en (g) van subartikel (1) van artikel 4, een dag verlof met volle besoldiging toestaan vir elke volle vier weke diens of aan die werknemer 1/25ste van die weekloon, wat die werknemer ontvang het toe diensopsegging gegee is, vir elke volle week diens betaal;
- met dien verstande dat geen besoldiging of verlof verskuldig is waar die diens tyd minder as een maand is nie.

(4) Elke diensjaar van 'n werknemer ten opsigte waarvan hy op verlof geregtig is, word vir die toepassing van hierdie artikel beskou as die tydperk van twaalf maande wat eindig op of na die datum waarop hierdie Ooreenkoms van krag word en waarin verlof met volle besoldiging nie aan hom toegestaan is nie.

(5) 'n Werkgever moet aan sy werknemer wat van sy werk afwesig is vanweë siekte wat nie deur die werknemer se eie nalatigheid of wangedrag veroorsaak is nie, een dag se besoldiging ten opsigte van sodanige siekte toestaan vir elke voltooiende maand diens by hom oor 'n maksimum tydperk van 24 opeenvolgende maande diens, bereken van die datum af waarop hierdie Ooreenkoms in werking tree, of van die datum af waarop die werknemer by die werkgever begin werk het, na gelang van die jongste datum; met dien verstande dat 'n werkgever 'n werknemer kan verplig om bevredigende bewys van sodanige siekte te lewer en in so 'n geval word die voorlegging van—

- (a) 'n doktersertifikaat, as 'n werknemer langer as drie dae afwesig was;
- (b) 'n skriftelike verklaring, onderteken deur die werknemer se ouer of voog of deur enige ander verantwoordelike persoon, as 'n werknemer drie dae of minder afwesig was, as bevredigende bewys beskou.

(6) Die werkgever moet 'n werknemer aan wie verlof toegestaan is, ten opsigte van die verloftydperk uiterlik op die laaste werkdag van die aanvang van genoemde tydperk betaal.

(7) Enige tydperk wat 'n werknemer—

- (a) ingevolge subartikel (2) met verlof is;
- (b) ingevolge die Zuid Afrika Verdedigings Wet, 1912, opleiding moet ondergaan;
- (c) op las of op versoek van die werkgever van werk afwesig is;
- (d) weens siekte van werk afwesig is;

word vir die toepassing van subartikels (2) en (3) as diens beskou; met dien verstande dat die bepaling van paragraaf (d) nie van toepassing is ten opsigte van enige afwesigheid van meer as drie opeenvolgende dae nie as die werknemer, nadat die werkgever hom om sodanige sertifikaat versoek het, versuim het om aan die werkgever 'n doktersertifikaat te toon dat hy deur siekte verhinder is om sy werk te doen, of ten op sigte van daardie gedeelte van enige totale afwesigheids tydperk gedurende enige twaalf maande diens wat langer as 30 dae is.

8. DIENSBEÏNDIGING.

(1) Die werkgever of die werknemer moet, na gelang die voorgeskrewe lone op 'n maandelikse of weeklikse basis is, minstens een maand of een week skriftelik op enige dag gedurende die maand of week die diens opsigte; met dien verstande dat dit op die reg van 'n werkgever of werknemer om die diens sonder voorafgaande kennisgewing te beëindig om enige goeie rede wat by wet as voldoende erken word, geen inbreuk maak nie, en voorts met dien verstande dat 'n werkgever aan 'n werknemer die loon ten opsigte van die voorgeskrewe diensopseggingstyd kan betaal in plaas van die diens volgens hierdie bepaling op te sê.

(2) Die bepaling van die voorafgaande subartikel is nie op tydelike werknemers van toepassing nie.

the employee has not been given leave, during the currency of the period of notice—

- (i) grant to the employee of the classes referred to in paragraphs (a), (b), (c) and (d) of sub-section (1) of section 4 who has had less than two years' employment with the same employer one day's leave of absence on full pay for each completed three weeks' service, or pay to the employee 1/21st of a week's pay at the remuneration which he employee was receiving when notice of termination of service was given, for each completed week of service;
 - (ii) grant to the employee of the classes referred to in paragraphs (a), (b), (c) and (d) of sub-section (1) of section 4 who has had two or more consecutive years' employment with the same employer one and one-half days' leave of absence on full pay for each completed four weeks' service, or pay to the employee 1/17th of a week's pay at the remuneration which the employee was receiving when notice of termination of service was given, for each completed week of service;
 - (iii) grant to the employee of the classes referred to in paragraphs (a), (b), (c) and (d) of sub-section (1) of section 4 who has had five or more consecutive years' employment with the same employer two days leave of absence on full pay for each completed four weeks' service, or pay to the employee 1/15th of a week's pay at the remuneration which the employee was receiving when notice of termination of service was given, for each completed week of service;
 - (iv) grant the employee of the classes referred to in paragraphs (f) and (g) of sub-section (1) of section 4 one day's leave of absence on full pay for each completed four weeks' service, or pay to the employee 1/25th of a week's pay at the remuneration which the employee was receiving when notice of termination of service was given, for each completed week of service;
- provided that no payment or leave shall be due where such period of service is less than one month.

(4) For the purpose of this section each year of an employee's service for which he shall be entitled to leave shall be deemed to be the period of twelve months which ends on or after the date of the coming into operation of this Agreement and in which he has not received leave on full pay.

(5) An employer shall grant to his employee who is absent from work through sickness not caused by the employee's own neglect or mis-conduct one day's pay in respect of such sickness for each completed month of employment with him over a maximum period of 24 consecutive months employment, calculated from the date of coming into operation of this Agreement or the date on which the employee entered the employer's service whichever is the later; provided that an employer may require an employee to produce satisfactory evidence of such sickness in which event the production of—

- (a) a medical certificate when an employee has been absent for more than three days;
 - (b) a written statement, signed by the employee's parent or guardian or by some other responsible person when an employee has been absent for three days or less;
- shall be deemed to be satisfactory evidence.

(6) The employer shall pay an employee to whom leave is granted in respect of the period of leave, not later than the last working day before the commencement of the said period.

(7) Any period during which an employee—

- (a) is on leave in terms of sub-section (2);
- (b) is required to undergo training under the South Africa Defence Act, 1912;
- (c) is absent from work on the instructions or at the request of the employer;
- (d) is absent from work owing to illness;

shall be deemed to be employment or service for the purposes of sub-sections (2) and (3); provided that the provisions of paragraph (d) shall not apply in respect of any period of absence of more than three consecutive days, if the employee failed, after a request for such a certificate by the employer to produce to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence during any twelve months of employment which is in excess of thirty days.

8. TERMINATION OF EMPLOYMENT.

(1) Not less than one month's or one week's notice depending on whether wages are prescribed on a monthly or weekly basis, shall be given in writing on any day during the month or week by the employer or the employee to terminate the contract of service; provided that this shall not affect the right of an employer or employee to terminate the contract without notice for any good cause recognized by law as sufficient, and provided further that an employer may pay to an employee salary for and in lieu of the prescribed period of notice.

(2) The provisions of the preceding sub-section shall not apply to temporary employees.

(3) Ingeval 'n werknemer kragtens die bepalings van subartikel (1) hiervan in gebreke bly om kennis te gee, verbeur hy aan sy werkgever—

- (i) in die geval van 'n werknemer wat weekliks betaal word, 'n bedrag gelyk aan een week se loon; en
- (ii) in die geval van 'n werknemer wat maandeliks betaal word, een maand se loon.

(4) Ondanks andersluidende bepalings in hierdie Ooreenkoms is die werkgever, indien enige geld wat deur 'n werknemer aan 'n werknemer by wyse van loon verskuldig is, ontoereikend is om die hele bedrag te dek wat verbeur is, soos genoem in subartikel (3) hiervan, daarop geregtig om sodanige bedrag agterweë te hou uit ander voordele (indien daar is) wat by die beëindiging van sy dienskontrak ten bate van 'n werknemer aan die oploop was. Vir die toepassing van hierdie subartikel moet enige besolldiging wat aan 'n werknemer ingevolge subartikel (3) van artikel 6 en subartikels (3) en (5) van artikel 7 van hierdie Ooreenkoms verskuldig is, ook beskou word as 'n voordeel wat aan die oploop is.

9. DIENSSERTIFIKAAT.

(1) 'n Werkgever moet aan elkeen van sy werknemers 'n dienssertifikaat kosteloos uitreik wanneer hy die werkgever se diens verlaat.

Die werkgever se naam en adres, tesaam met die werknemer se naam, beroep, loonskaal en werklik betaalde loon wat die werknemer by diensbeëindiging ontvang het, asook die datums waarop die werknemer by die werkgever in en uit diens getree het, moet op die sertifikaat aangetoon word. Die werkgever moet toesien dat alle sodanige sertifikate in volgorde genummer word, en dat aantekeninge, met besonderhede van elke sertifikaat deur hom uitgereik, gehou word.

(2) Geen werkgever mag 'n werknemer in diens neem, wat minder as ses jaar ondervinding in die bedrywe gehad het wat in klousule 4 (1) (a), (b), (c) en (d) van hierdie Ooreenkoms genoem word nie, tensy 'en totdat die werknemer 'n sertifikaat van diens van die Sekretaris van die Raad voorleë wat die duur van die werknemer se vorige diens aandui.

10. TOEPASSING VAN OOREENKOMS.

Die Raad is die liggaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is en kan vir die leiding van die werkgevers en werknemers menings uitspreek wat nie met die bepalings daarvan in stryd is nie.

11. VRYSTELLINGSERTIFIKAAT.

(1) Die Raad kan op 'n besluit vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enige persoon om enige goeie en voldoende rede verleen.

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling verleen word, die voorwaardes waarop die vrystelling verleen word en die tydperk waarvoor die vrystelling geldig is, vasstel; met dien verstande dat die Raad, na goeie dunde, enige vrystellingsertifikaat kan intrek, of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

Die besonderhede moet aangeteken word op 'n vrystellingsertifikaat wat deur die voorsitter of daartoe gemagtigde lid en die Sekretaris van die Raad onderteken is en aan die voorgestelde persoon uitgereik moet word.

(3) Afskrifte van elke sertifikaat wat uitgereik word, moet aan die Afdelingsinspekteur, Departement van Arbeid, Kimberley, en aan die sekretarisse van die werkgeversorganisasie en die vakvereniging gestuur word.

12. WERKNEMERSVERTEENWOORDIGERS OP DIE RAAD.

Werkgevers moet aan die verteenwoordigers van die werknemers op die Raad alle moontlike fasiliteite verleen om hulle pligte in verband met die werk van die Raad na te kom.

13. VERTONING VAN OOREENKOMS.

Elke werkgever moet in sy winkel op 'n opvallende plek, wat maklik vir sy werknemers toeganklik is, 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale vertoon en dit so vertoon hou.

14. UITGAWES VAN DIE RAAD.

(1) Ten einde die uitgawes van die Raad te kan dek, moet elke werkgever 6d. per maand van die loon van elkeen van sy werknemers afrek wat 'n salaris van tot £10 per maand ontvang en 1s. per maand van die loon van elk van sy werknemers wat 'n salaris van meer as £10 per maand ontvang, en by die bedrag aldus afgetrek 'n gelyke bedrag voeg; met dien verstande dat die bepalings van hierdie artikel nie in die geval van 'n werknemer van toepassing is wat in 'n bepaalde maand minder as twaalf dae by dieselfde werkgever gewerk het nie.

(2) Alle bedrae verskuldig ingevolge die bepalings van subartikel (1) van hierdie artikel, tesaam met 'n opgaaf van die aantal werknemers in diens en hul bedrywe, moet deur die werkgever aan die Sekretaris van die Raad, Posbus 356, Kimberley, gestuur word op en voor die 7de dag van elke maand.

15. AGENTE.

Die Raad moet een of meer aangewese persone aanstel as agente om by die toepassing van die bepalings van hierdie Ooreenkoms behulpsaam te wees.

(3) In the event of an employee failing to give notice as provided for in sub-section (1) hereof, he shall forfeit to his employer—

- (i) in the case of a weekly paid employee, an amount equal to one week's wages; and
- (ii) in the case of a monthly paid employee, an amount equal to one month's wages.

(4) Notwithstanding anything to the contrary in this Agreement, should any money owing by an employer to an employee by way of wages, be insufficient to meet the full amount of forfeiture referred to in sub-section (3) hereof, the employer shall be entitled to retain such amount from other benefits (if any) which were in process of accrual to such employee at the time of termination of his contract of employment.

For the purposes of this sub-clause any payment which may be due to an employee in terms of sub-section (3) of section 6 and sub-sections (3) and (5) of section 7 of this Agreement, shall also be regarded as a benefit in the process of accrual.

9. CERTIFICATE OF SERVICE.

(1) An employer shall, without any charge, give a certificate of service to each of his employees at the time when he leaves the employer's service.

The certificate shall show the employer's name and address, together with the name, occupation, rate of pay and the actual salary received by the employee at the time of leaving, together with the dates of the employee's entering and leaving the service of the employer. The employer shall cause all such certificates to be numbered consecutively and shall cause a record to be kept containing the particulars of each certificate issued by him.

(2) No employer shall engaged any employee who has had less than six years' experience in the occupations referred to in section 4 (1) (a), (b), (c) and (d) of this Agreement unless and until such employee produces a certificate of service from the Secretary of the Council indicating the length of previous experience of such employee.

10. ADMINISTRATION OF AGREEMENT.

The Council shall be the body responsible for the administration of this Agreement, and may issue expressions of opinion not inconsistent with the provisions thereof for the guidance of employers and employees.

11. LICENCE OF EXEMPTION.

(1) The Council may, on its own decision, grant exemption from any of the provisions of this Agreement to or in respect of any persons for any good and sufficient reason.

(2) The Council shall fix, in respect of any person granted exemption, the conditions subject to which such exemption is granted and the period during which such exemption shall operate; provided that the Council may, if it deems fit, withdraw any licence of exemption, whether or not the period for which exemption was granted has expired.

The particulars shall be entered on a licence of exemption which shall be signed by the chairman or authorized member and the Secretary of the Council and issued to the exempted person.

(3) Copies of each licence issued shall be forwarded to the Divisional Inspector, Department of Labour, Kimberley, and to the secretaries of the employers' organization and the trade union.

12. EMPLOYEES' REPRESENTATIVES ON THE COUNCIL.

Employees' representatives on the Council shall be given every facility by their employers to attend to their duties in connection with the work of the Council.

13. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed a legible copy of this Agreement in both official languages in his shop in a conspicuous place where it is readily accessible to his employees.

14. EXPENSES OF THE COUNCIL.

(1) For the purposes of meeting the expenses of the Council each employer shall deduct 6d. per month from the wages of each of his employees in respect of a salary up to £10 per month, and 1s. per month from the wages of each of his employees in receipt of a salary in excess of £10 per month, and to the amount so deducted shall add an equal amount; provided that the provisions of this section shall not apply in respect of any employee who has worked for the same employer for less than twelve days in any one month.

(2) All amounts due in accordance with the provisions of sub-section (1) of this section shall, together with a statement showing the number of employees employed and their trades, be forwarded by the employer to the Secretary of the Council, P.O. Box 356, Kimberley, on or before the 7th day of each month.

15. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement.

'n Agent mag enige inrigting betree en enige werkgewer of werknemer ondervra en die aantekeninge van lone wat betaal, tyd wat gewerk, en bedrae wat vir stuk- of oortydwerk betaal word, nasien ten einde te kan vasstel of die bepalings van hierdie Ooreenkoms nagekom word.

16. BUITEWERK.

Geen werknemer mag bestellings solisiteer of aanneem of werk vir winsbejag of andersins in die kommersiële distribusiebedryf, behalwe vir sy werkgewer, onderneem nie.

17. WERKENDE WERKGEWERS EN VENNOTE.

'n Werkgewer en/of vennoot wat in sy eie inrigting die werk doen wat gewoonlik deur 'n winklassistent of klerklike werknemer verrig word, mag nie in stryd met die ure, voorgeskryf in artikels 6 (1) (a), (b), (c) en (d) van hierdie Ooreenkoms werk nie.

Namens die partye op hede die 22ste dag van November 1954 in Kimberley onderteken.

H. A. ARMSTRONG,
Voorsitter van die Raad.

A. R. DUFFY,
Ondervoorsitter van die Raad.

W. S. DICKERSON,
Sekretaris van die Raad.

An agent may enter any establishment and may question any employer or employee and inspect the record of wages paid, time worked and payment made for piece-work and overtime for the purpose of ascertaining whether the terms of this Agreement are being observed.

16. OUTWORK.

No employee shall solicit or take orders for or undertake work for gain or otherwise, in the Commercial Distributive Trade, other than for his employer.

17. WORKING EMPLOYERS AND PARTNERS.

An employer and/or partner who in his own establishment does the work usually performed by a shop assistant or clerical employee shall not work contrary to the hours prescribed in section 6 (1) (a), (b), (c) and (d) of this Agreement.

Signed at Kimberley on behalf of the parties on this 22nd day of November, 1954.

H. A. ARMSTRONG,
Chairman of the Council.

A. R. DUFFY,
Vice-Chairman of the Council.

W. S. DICKERSON,
Secretary of the Council.



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